

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Award RFP-2086-07/DRS - Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Award RFP-2086-07/DRS in the amount of \$238,900.00 to C.E.M. Enterprises, Inc of Apopka, Florida, for the design selection, construction and all engineered electrical and mechanical drawings required for the construction of a 1,548 sq. ft. pre-engineered metal building at Seminole County Animal Services.

County-wide

Ray Hooper

BACKGROUND:

RFP-2086-07/DRS will provide for the design selection, construction and all engineered electrical and mechanical drawings required for a 1,548 sq. ft. pre-engineered metal stand alone building at Seminole County Animal Services. This was included in the FY 2006/07 adopted budget and will function as a kennel for quarantined animals housing 10 dog runs and a cat holding area. This is a stand-alone building to be used for the quarantine of sick animals. The building must be a separate structure to prevent the spread of any pathogens to healthy animals. The sick dog kennel as an isolation ward also negates any problems with a tie-in to an existing structure or utility service.

The contractor's proposal is for a manufactured building which utilizes galvanized structural steel members, cement board siding with a fiberglass interior, and other materials to withstand animal waste and cleaning chemicals. This type of manufactured building would not be appropriate for renovations to space attached to an existing building as there are issues involved with the structural, mechanical, and electrical tie-in to provide a uniform approach to building code related requirements. These considerations would make a manufactured unit difficult and costly to attach to a dissimilar masonry building.

The project was publicly advertised and the County received one (1) response. The Evaluation Committee which consisted of Scott Werley, Construction Manager, Administrative Services - Facilities Management Division; Chuck Lawson, Project Manager II, Administrative Services - Facilities Management Division; and Marybeth Lake, Team Leader, Public Safety, evaluated the submittal giving consideration to qualifications & experience of the Contractor, approach to work, and price. In addition, Staff evaluated and selected the Sales Tax Recovery Program as an alternative method to purchase the pre-engineered metal building (design as submitted in the Contractor's proposal). Using this program will result in a cost savings in sales tax to the County in the amount of \$7,439.60.

The Evaluation Committee recommends award of the Agreement to C.E.M. Enterprises, Inc. of

Apopka, Florida in the amount of \$238,900.00. The completion time for this project is one hundred and fifty (150) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation, Evaluation Scoring Sheets, a letter from the Contractor accepting the use of the Sales Tax Recovery Program and the Vendor Quote for the pre-engineered metal building (design as submitted in the Contractor's proposal).

This is a budgeted project, and funds are available in the account line for Facilities Maintenance, Construction in Progress, Additional Kennel Runs (010560.560650, CIP# 254801).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-2086-07/DRS in the amount of \$238,900.00 to C.E.M. Enterprises, Inc of Apopka, Florida for the design selection, construction and all engineered electrical and mechanical drawings required for the construction of a 1,548 sq. ft. pre-engineered metal building at Seminole County Animal Services.

ATTACHMENTS:

1. RFP-2086-07_DRS Award Agreement to CEM Enterprises, Inc.
2. RFP-2086-07_DRS Backup Documents


Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**ANIMAL SERVICES QUARANTINE KENNEL PURCHASE
AND CONSTRUCTION AGREEMENT (RFP-2086-07/DRS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **CEM ENTERPRISES, INC.**, duly authorized to conduct
business in the State of Florida, whose address is 1757 Benbow Court,
Apopka, Florida 32703, hereinafter called "CONTRACTOR," and **SEMINOLE
COUNTY**, a political subdivision of the State of Florida, whose address
is Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771, hereinafter called "COUNTY." COUNTY and CONTRACTOR, in
consideration of the mutual covenants hereinafter set forth, agree as
follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as
specified or indicated in the Contract Documents and Exhibit A, Scope
of Services, attached hereto.  The Work is generally described as
follows: Animal Services Metal Quarantine Kennel Purchase and
Construction.

SECTION 2. PROJECT MANAGER.

(a) The Project Manager for COUNTY shall be Chuck Lawson,
Facilities Management.


SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the
performance of this Agreement.

(b) The Work shall be substantially completed as described in
subsection 14.13 of the General Conditions, within ONE HUNDRED TWENTY
(120) calendar days after the date when the Contract Time begins to
run as provided in subsection 2.2 of the General Conditions. The Work

shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility  coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.


(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid. CONTRACTOR's total compensation is TWO HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$238,900.00) subject only to

increases or decreases made in strict conformance with the Contract Documents.


(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to (1) performance of the Work under Central Florida weather  conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

SECTION 5. SALES TAX RECOVERY. Where it is deemed by COUNTY to be in the best interest to do so,  COUNTY and CONTRACTOR shall utilize the Sales Tax Recovery procedures as described in Section 8.1513, Seminole County Administrative Code, and Article 1, Section 1.5, Seminole County Manager Policies and Procedures, Guide to Purchasing, as may be amended from time to time. Said Policies and Procedures are attached herein as Exhibit B.

SECTION 6. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 7. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.


(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) if CONTRACTOR is behind

schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage under this subsection may, at COUNTY'S discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 8. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents,  Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts,

relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," and agrees that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or

any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.


(h) CONTRACTOR declares and agrees that COUNTY may require it to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.



(i) CONTRACTOR's resident Superintendent at the Work site shall be JOHN GUSTAFSON. This Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY or both by any governmental

entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from a citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken.  Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary

construction easements from subsequent Progress Payments or the retainage.

SECTION 9. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit C;
- (3) Trench Safety Act, attached hereto as Exhibit D; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit E;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:



- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;
(12) Certificate of Engineer;
(13) Certificate of Final Completion;
(14) Contractor's Release;
(15) Drawings and Plans;
(16) Supplemental Agreements;
(17) Contractor's Waiver of Lien (Partial);
(18) Contractor's Waiver of Lien (Final and Complete);
(19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
(20) Consent of Surety to Final Payment;
(21) Instructions to Bidders; and
(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.



(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically,

but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, and its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other, including but not limited to Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or be sent by certified United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with

the provisions of this Section. For the present, the parties designate the following as their respective places for giving of notice, to wit:

For COUNTY:

Facilities Maintenance
200 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

John Gustafson, Superintendent
CEM Enterprises, Inc.
1757 Benbow Court
Apopka, FL 32703

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

CEM ENTERPRISES, INC.

NORMA JEAN MEEKS, Secretary

By: _____
CHARLES E. MEEKS, President


(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sales Tax Recovery
- Exhibit C - Bid Form
- Exhibit D - Trench Safety Act
- Exhibit E - American with Disabilities Affidavit

AEC/jjr
07/02/07; 7/10/07; 7/17/07
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EXHIBIT A

Scope of Work Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services 232 Bush Loop, Sanford, Florida

Seminole County seeks a qualified, licensed metal building contractor or general contractor to design and construct a 1650 sq. ft. pre-engineered stand alone building (i.e. Butler, Dean or equal) to function as a kennel for quarantined animals. The selected contractor will be responsible for providing engineered electrical and mechanical drawings. The interior of the building will be designed by the contractor to house 10 dog runs to match existing dog runs at Animal Services and a cat holding area.

A Pre-bid meeting will be held on site for the staff to answer questions. It is strongly recommended that all interested contractors attend this meeting. A current site survey is available for this project.

The contractor will be responsible but not limited to the following items:

1. Contractor shall provide necessary materials, labor, equipment, and supervision required for the completion of this project.
2. Contractor will ensure that building metal exposed in the dog run area is protected with epoxy paint or a sealed masonry finish to protect against dog urine and harsh cleaning chemicals.
3. Contractor shall provide signage to delineate the work zone, for employee safety. Contractor shall coordinate traffic and work sequencing with Animal Control Services. This is a secure fenced area.
4. County shall provide limited staging and lay-down area and shall coordinate on-site storage of materials with the Animal Services.
5. Contractor shall obtain all required permits and shall schedule all required inspections.
6. Contractor shall provide signed and sealed drawings to Animal Services and Seminole County Building Department.
7. Contractor to provide building manufacture (20 years) and labor (2 years) warranty.
8. Submittals and shop drawings are to be submitted for review and comments by Animal Services.
9. Contractor shall perform all work during normal work hours (Monday – Saturday, 7:30am – 5:00pm).
10. Contractor shall be responsible for proper clean-up and disposal (dumpster) of all disguard material and trash on a daily bases.
11. Contractor shall provide protection and security for all equipment that requires such protection from weather and construction activities.
12. Contractor shall be required to provide schedule of work with milestones and coordination dates.
13. Contractor shall be required to identify and connect utility requirements for (water, sewer, storm water, electric, etc).

EXHIBIT B

SEMINOLE COUNTY ADMINISTRATIVE CODE

(b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the County.

8.1511 REVERSE AUCTIONS. Reverse Auctions are downward price procurement methods in which suppliers lower their prices in real time until the auction closes. Purchasing and Contracts staff will post the requirement and vendors will actively bid to provide lower pricing in an effort to receive the award. This method is useful for requirements that are well defined and commercial in nature that do not require any discussion, evaluations of proposal and would result in a cost saving to the County.

8.1512 SMALL PURCHASES/MISCELLANEOUS CONTRACTS (EXCEPT FOR PROFESSIONAL SERVICES (PS)) Consultant Competitive Negotiation Act (CCNA). Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Internal Procedure for Purchasing and Contracting, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this Section. The mandatory bid amount shall be FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) Written quotes shall be obtained for purchases between TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS (\$49,999.99.) Informal quotes shall be obtained for purchases between FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) and TEN THOUSAND AND NO/100 (\$10,000.00.) and a competitive environment should be utilized unless there is a time or quality constraint. Department/Division/Offices shall maintain documentation with their requisition on all quotes received or as to why competition was not obtained. All purchase prices must be considered fair and reasonable. Award shall be made to the business offering the lowest acceptable quotation. The name of the business submitting a quotation, and the date and amount of each quotation, shall be recorded and maintained as a public record.

8.1513 SALES TAX RECOVERY (RESOLUTION NO. 96-R-177). When construction project is proposed, it will be determined prior to the bid or proposal process, if Sales Tax Recovery Program will be utilized. Nothing herein shall prohibit the County from deleting items within the Invitation for bids and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the County's tax exempt status. When the County undertakes the construction of new or renovated facilities, the Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest to the County. Sales tax recovery can be utilized for construction of new and renovated County facilities. The purchasing provisions for sales tax recovery in County bid documents may be integrated with the purchasing criteria provided by the Florida Department of Revenue, so as to permit Seminole County's awarded general contractor for construction of new or renovated facilities to solicit material bids and to require issuance of Seminole County purchase order that will be authorized by Seminole County Purchasing and Contracts Manager or designee and said purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County.

EXHIBIT C

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services

COUNTY CONTRACT NO. RFP-2086-07/DRS

Name of Bidder: CEM ENTERPRISES INC

Mailing Address: 1757 BENBOW COURT

Street Address: 1757 BENBOW COURT

City/State/Zip: APOPKA, FL 32703

Phone Number: (407) 884-9148

FAX Number: (407) 884-2972

Contractor License Number: CGC057992

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

BID FORM

9/2006 Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services
RFP-2086-07/DRS

00100-1

RFP-2086-07/DRS

Exhibit C

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EXHIBIT C

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$238,900.00
Numbers
TWO HUNDRED THIRTY EIGHT THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates & addendum, if any. (Including W-9)
Section 00150 - Compliance with Public Records Law
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00400 - Public Entity Crimes
Section 00630 - Americans with Disabilities Act Form

BID FORM

9/2006 Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services
00100-2
RFP-2086-07/DRS

RFP-2086-07/DRS

Exhibit C

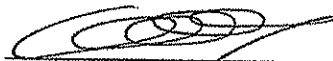
Page 1 of 2

EXHIBIT C

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 13 day
of JUNE, 2007.

CEM ENTERPRISES INC

(Name of BIDDER)



(Signature of person signing this BID FORM)

CHARLES MEEKS

(Printed name of person signing this BID
FORM)

PRESIDENT

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A BIDDER'S BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by
law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be
forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the
undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents
accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the
COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements.
Should the COUNTY be required to engage the services of an attorney in connection with the
enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs
(including attorney's fees and costs on appeals) incurred with or without suit.

BID FORM

9/2006 Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services
RFP-2086-07/DRS

00100-3

RFP-2086-07/DRS

Exhibit C

Page 1 of 3

EXHIBIT D

**TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES**


NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>Not Applicable</u>				

TOTAL \$ -0-

Charles Meeks
Printed Name


Signature

CEM Enterprises Inc
Bidder Name

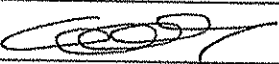
July 18, 2007
Date

EXHIBIT E

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.


The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: CEM ENTERPRISES INC
Signature: 
Printed Name: CHARLES MEEKS
Title: PRESIDENT
Date: JUNE 13, 2007

Affix Corporate Seal

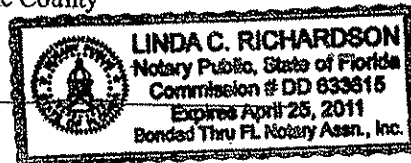
STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 13 day
of JUNE, 2007, by CHARLES MEEKS of
CEM ENTERPRISES INC (firm), on behalf of the firm. He/She is
personally known to me or has produced PERSONALLY KNOWN identification.


Print Name

Notary Public in and for the County
and State Aforementioned

My commission expires:



AMERICANS WITH DISABILITIES ACT AFFIDAVIT
9/2006 Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services
00630-1
RFP-2086-07/DRS

B.C.C. - SEMINOLE COUNTY, FL **RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-2086-07/DRS

RFP TITLE: Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

PAGE: 1 of 1

DUE DATE: June 27, 2007, 2:00 P.M.

INFORMATION PROVIDED IN RESPONSE	Response #1	
	<p>CEM Enterprises, Inc. 1757 Benbow Court Apopka, Florida 32703</p> <p>Mr. Charles Meeks, President (407) 884-9148 Phone (407) 884-2972 Fax</p>	

TABULATED BY AND POSTED ON:

D. R. Santiago, CPPB, Procurement Analyst

06/27/2007

EVALUATION CRITERIA:

Each criterion will be scored up to the percentage allotted (total 100%):
Qualifications and Experience (35%); Approach to Work (50%); Price (15%).

EVALUATION COMMITTEE MEETING:

Thursday, June 28, 2007 at 10:00 AM Eastern
Facilities Management conference room, 205 W. County Home Road, Sanford, FL 32773

RECOMMENDATION OF AWARD:

C.E.M. Enterprises, Inc.

BCC AGENDA DATE:

August 14, 2007

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Verley

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

C.C., ATSSA, USACE, Abatement
Various Projects

Score 33
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Sound Quarters

Score 50
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Within Budget

Score 15
(0-15%)

Ranking 1

Total Score (0-100) 98

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: Chuck Janson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

MEETS QUALIFICATIONS

Score 32
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

USING HOUND QUARTER METAL BLDG.

Score 48
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

WITHIN BUDGET

Score 15
(0-15%)

Ranking 1

Total Score (0-100) 95%

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: Mary Beth Drake

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.

Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.

Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 33%
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 48%
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15%
(0-15%)

Ranking _____

Total Score (0-100) 96%

ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



July 5, 2007

Mr. Charles Meeks
C.E.M. Enterprises, Inc.
1757 Benbow Court
Apopka, Florida 32703

(407) 884-2972 Fax
Page 1 of 5

Subject: RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

Ref (a): Meeting with Seminole County and C.E.M. on Tuesday, July 3, 2007.

Charles:

In accordance with Ref (a), Seminole County Purchasing is proposing the use of our Sales Tax Recovery program to bring RFP-2086-07/DRS within the project budget. Attached is a copy of the Seminole County Manager's Policies which outlines the Sales Tax Recovery program.

Please review Section E. Sales Tax Recovery, subsections (1) through (14). If agreeable, our Legal office will incorporate the Sales Tax Recovery program into the contract for award. An overall summary of the contract will be:

Original RFP price:	\$238,900.00
Cost of building kit:	\$106,280.00
7% Sales Tax:	\$ 7,439.60
Sales Tax Recovery Program (minus):	\$113,719.60 (cost of bldg kit and tax)
Contracted amount to C.E.M.:	\$125,180.40 (Installation and incidentals)

This program will bring the contracted price within budget. Please sign, date and return to me via FAX.

Regards,

C.E.M Enterprises, Inc agrees to the use of the Sales Tax Recovery program for RFP-2086-07/DRS as outlined in the Seminole County Manager's Policies, Section E, subsections (1) through (14).

~~Charles Meeks, President~~

John Gustafson, Vice President

7-5-07
Date

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7116 FAX (407) 665-7956
www.seminolecountyfl.gov/purchasing



HOUNDQUARTER'S, INC. PURCHASE AGREEMENT

CONTRACT FOR MATERIALS ONLY

July 3, 2007

Between:

The Buyer(s)

Seminole County Animal Services
David Santiago
232 Bush Loop Blvd
Sanford, FL 32773

407. 665- 7956

And:

The Seller

Houndquarter's, Inc.
William Pelfrey, President
717 W Saint Anne Ave
Phoenix, AZ. 85041
Phone: (602) 955-2420 Fax (602) 955-2602

Houndquarter's agrees to fabricate the building materials and provide the related components and services as outlined under the "Materials/Service" section.

All building trades such as the site work, concrete slab, electrical, plumbing, heating & ventilation, cabinetry, floor coverings, etc. and installation is the responsibility of the buyer as outlined under the "Materials/Service Excluded" section.

Permits, zoning and building ordinances are the responsibility of the owner/buyer and must be obtained prior to Houndquarter's delivering the building material.

The shipment will be made by a common carrier. Delivery will be made during normal business hours, Monday - Friday, between 8:00 am and 4:00 pm (excluding Holidays).

The Buyer(s) shall be responsible for unloading the truck and for proper care and storage of the materials. Course of construction insurance should be in effect for liability, theft and vandalism.

Total price for the Houndquarter's building material is: \$106,280. Contract price includes delivery to the job-site.

This price is valid for sixty (60) days from date of contract.

Engineered Plans:

The Engineered plans will be completed within 12-15 days after being released and will be either mailed or emailed to the buyer for final approval. The working drawings will be completed and sealed (wet stamped) by a Structural Engineer for the County, City and State where the building will be erected. The working drawings can then be used to obtain permits and fabrication of the kennel building.

Payment Terms and Conditions:

All materials for this project are custom designed, engineered and manufactured specifically for each building site, and geographic locality.

Payment Schedule for the Materials:

1. A down payment of (\$51,600) is required with the signed Purchase Agreement.
2. A progress payment of (\$51,680.) is required as the building materials are loaded onto the "bonded" transportation company's trailer for delivery.
3. A final payment of (\$3,000) is required when the Factory Consultant leaves the job-site.

Materials/Service Included:**Building Materials/Components/Installation**

- Engineering Plans for the Structural, Concrete Slab, Mechanical, HVAC and Plumbing
- Pre-engineered, insulated, hot-dipped galvanized steel kennel building (1548 sq ft)
- Insulated Roof Panels (R-30 value) 3:12 Pitch
- Insulated Exterior Wall Panels with Hardi Panel (R-16.7)
- (3) Insulated Exterior Walk Doors (3'8" x 6'8") plus lock sets
- (3) Insulated Windows
- (8) Partition Divider Panels (6'-0") w/27" bar grille
- (8) Partition Divider Panels (8'-0") w/27" bar grille
- (20) Anodized Aluminum Stall Fronts (4'-0" x 75" High)
- (10) Insulated Dog Doors with Guillotines

Materials/Service Included: (continued)
Building Materials/Components

- Caulking/Screws
- Freight
- Factory Consultant

A Houndquarter's Factory Consultant will be provided for 5 days on-site during the installation of the kennel building system.

Owner to choose the color of the Exterior Wall Panels from a selection of paint colors from Sherwin Williams Paints. Panels will be painted at the factory prior to delivery at no additional charge.

Materials/Service Excluded:

- Factory Installation
- Site Work (utilities must be within 5'-0" of slab)
- Sewer/Septic
- Concrete Slab plus epoxy coating
- Trench Drain System
- Plumbing
- Electrical
- Mechanical
- Lighting Fixtures (inside/outside)
- Restroom / Kitchen Fixtures
- Cabinetry
- Floor Covering
- Drop Ceilings
- Commercial Section – Interior Walls, Interior Doors
- Paving
- Landscaping

Additional Costs:

- State and or local taxes (if applicable)
- Permit Fees

By Owner

By Owner

Agreement:

Prices are subject to change until this order is confirmed and the deposit is received.

This is a Supplier's Agreement to the owner/buyer. Houndquarter's Inc. is a supplier of the building materials as outlined under the "Materials/Service" section.

The Purchaser expressly agrees that Houndquarter's, Inc. shall not be responsible for any claims for injury or property damage. Any change, modification or alteration to the Houndquarter's products made or caused to be made by the purchaser is not covered under warranty and the Purchaser shall assume all risk.

The Purchaser agrees that Houndquarter's, Inc. retains the complete right of ownership until the total balance is paid in full. At no time can it be assumed that Houndquarter's, Inc. is to wait for the final payment from the lender or a general contractor. Houndquarter's has no control over and will not be held accountable for acts of God, union strikes or delays in shipping by the authorized trucking company. In addition, any back charges by the General Contractor will not be accepted unless authorized by Houndquarter's, Inc.

By signing the contract, the owner/buyer agrees to the terms and agreement of this contract.

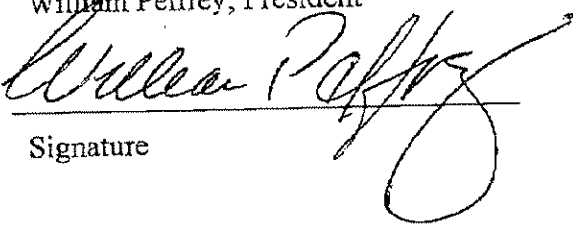
Contract price is \$106,280. (FOB Job-Site).

This agreement is entered into on this _____ day of _____, 2007

Owner/Buyer
Seminole County Animal Services
David Santiago

Signature

Seller
Houndquarter's, Inc.
William Pelfrey, President



Signature



HOUNDQUARTER'S, INC

MODULAR DOG KENNEL BUILDINGS

Engineered Plans

Houndquarter's, Inc will provide engineered plans for the **structural**, the **footings** and the **foundation**. These plans will be certified and wet stamped by an engineer in the state of Arizona and in the state in which the Houndquarter's kennel system will be constructed.

***MP&E:**

The mechanical, heating, ventilation & air conditioning (HVAC) plumbing and electrical shall be designed in Auto Cad 2000, Engineered in accordance with the International Mechanical Code and printed on 24" x 36".

The domestic plumbing water & sanitary waste systems' construction documents shall be designed in Auto Cad 2000, Engineered in accordance with the International Plumbing Code and printed on 24" x 36" bond paper.

The electrical construction documents shall be designed in Auto Cad 2000, Engineered in accordance with the National Electrical Code and printed on 24" x 36" bond paper.

* Each of these disciplines shall be designed and sealed by an Arizona engineer.
The fees for this service are included in the original purchase agreement...

However, it is quite common for other states to require different engineering conditions such as the California Title 24 for windows and other energy calculations.

We can provide the additional engineering requirements but, it will require additional data on the part of the client and (certainly) additional fees will be incurred.

Regards,

Bill Pelfrey, President
Houndquarter's, Inc.